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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

15 MIESHIA MARIE JACKSON, on behalf of
herself and all others similarly situated,
16

Plaintiff,

v.

18 FASTENAL COMPANY, a Minnesota
19 Corporation; and Does 1 through 20, inclusive,
20

Defendants.

Case No. 1:20-cv-00345-NONE-SAB

**JOINT STIPULATION TO CONTINUE
NON-EXPERT DISCOVERY, CLASS
CERTIFICATION AND RELATED DATES**

Complaint Filed: January 21, 2020
Trial Date: None
Magistrate Judge: Hon. Stanley A. Boone
Courtroom 9, Fresno

1 Pursuant to Federal Local Rules 143 and 144, Federal Rule of Civil Procedure
2 6, and the Court's Scheduling Order (ECF No. 9), plaintiff Mieshia Marie Jackson
3 ("Plaintiff") and defendant Fastenal Company ("Defendant") (collectively, "the
4 Parties"), by and through their respective counsel, hereby stipulate to extend the non-
5 expert discovery, non-dispositive pre-trial motion, and class certification filing
6 deadlines by a period of eighteen (18) weeks for good cause shown as follows:

7 **WHEREAS** Plaintiff pursues a series of wage-and-hour claims in this proposed
8 putative class action;

9 **WHEREAS**, following the Initial Status Conference held on May 28, 2020, the
10 Honorable Magistrate Judge Stanley A. Boone set March 30, 2021 as the non-expert
11 discovery deadline; March 30, 2021 as the non-dispositive pre-trial motion deadline;
12 and April 30, 2021 as the last day to file a motion for class certification (ECF No. 9);

13 **WHEREAS**, since the Initial Status Conference, the Parties agreed to
14 participate in private mediation with Louis M. Marlin, Esq., a well-respected mediator;

15 **WHEREAS**, the Parties have continued to engage in informal and good faith
16 discussions concerning the scope and nature of Plaintiff's class claims since originally
17 scheduling mediation;

18 **WHEREAS**, in order to provide Defendant sufficient time to gather certain pre-
19 mediation informal discovery to encourage a more meaningful mediation process, the
20 Parties have agreed to continue the presently-set mediation date of January 8, 2021 to
21 March 1, 2021, which is the earliest possible continued date due to the respective
22 schedules of the mediator and the Parties and the difficulties occasioned in obtaining
23 certain timekeeping data which is necessary for meaningful mediation discussions;

24 **WHEREAS**, the Parties have stipulated and jointly request a continuance of the
25 deadlines for non-expert discovery, non-dispositive pre-trial motion(s), and class
26 certification filing, along with their related dates by a period of eighteen (18) weeks;

27 **WHEREAS**, if the non-expert discovery and class certification deadlines are
28 not continued, the Parties will be required to expend significant resources, which will

1 be wasted if the Parties resolve their dispute at the March 1, 2021 mediation;

2 **WHEREAS**, this brief continuance is in the interests of judicial economy, will
3 allow the Parties to concentrate on preparation for mediation, minimize the expense of
4 the discovery process, and help maximize the odds that settlement are fruitful;

5 **WHEREAS** there have been no previous time modifications to the Court's
6 Scheduling Order (ECF No. 9), whether by stipulation or Court order; and

7 **WHEREAS**, this brief continuance of non-expert discovery, non-dispositive
8 pre-trial motions, and the class certification filing deadlines will not affect the trial or
9 any other date in this matter, which are not yet set.

10 **THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, subject to
11 the Court's approval, the Parties hereby stipulate and agree that the deadline for non-
12 expert discovery, class certification and all related dates be continued by a period of
13 no less than eighteen (18) weeks.

14 **IT IS SO STIPULATED.**

15 DATED: December 23, 2020

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

18 By: /s/ Melis Atalay
19 Evan R. Moses
Melis Atalay

20 Attorneys for Defendant
21 FASTENAL COMPANY

22 DATED: December 23, 2020

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24 By: /s/ Jonathan Melmed

25 Jonathan Melmed
26 Craig Ackermann
27 Attorneys for Plaintiff
MIESHIA MARIA JACKSON

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